

EXHIBIT C



**Aresty Institute of
Executive Education**

The Wharton School
University of Pennsylvania
Steinberg Conference Center
255 South 38th Street
Philadelphia, PA 19104.6359
215.898.4560 phone
215.386.4304 fax

STATEMENT OF WORK

For the Design and Delivery of an Executive Education Program

1. Introduction

This Offer dated March 18, 2019 by the Trustees of the University of Pennsylvania acting through the Aresty Institute of Executive Education at The Wharton School (hereafter "Wharton"), is for the design and delivery of Executive Education programs in Talent Management entitled TMI-Wharton Talent Management Programs (hereafter "Programs") for CREDFORCE AMERICA INC. (hereafter "Client"), specifically for the Talent Management Institute (TMI). The work of Wharton in preparing, conducting and managing the Program is hereafter referred to as "Services." This Offer shall remain open for 5 days, March 23, 2019. (hereafter the "Offer Period"). To accept this Offer, Client must, prior to the end of the Offer Period, sign below in duplicate and return two executed copies to Wharton.

Upon receipt of the executed copies, Wharton shall return to Client a fully-executed copy, and shall also send to Client an invoice for 100% of Online Program fee and 50% of the Tuition fee (which totals \$161,000) for Edition I Cohort III and Edition I Cohort IV MasterClasses – also called AFP (Associate Fellow Program and Global Fellow Program) due within 60 days of invoice receipt. Client's payment of the initial invoice must be made prior to the start of the Program. As used herein, "Agreement" means this Offer signed by Client and Client's payment of the fee specified above.

If the Offer is not accepted during the Offer Period and Client later seeks to enter into an agreement for a program, Wharton cannot guarantee availability of classroom, lodging location, and/or faculty for Client's preferred dates.

2. Program Management

- 2.1** The programs included in the ambit of this Agreement shall be generally referred to as TMI-Wharton programs in all formal, informal, external or internal communication throughout the tenure of the Agreement.
- 2.2** Until mentioned through a Work Change Order, or under a formal mutual agreement between Wharton and the client, this contract limits itself to the following two programs to be offered jointly by the Client and Wharton:
 - 2.2.1 The Associate Fellow Program in Talent Management**
 - 2.2.2 The Global Fellow Program in Talent Management**
- 2.3** The Client and Wharton have mutually agreed that the TMI-Wharton Programs will be multi-stage, and multi-modal, including one or more stages involving Wharton residential teaching or tuition events referred to as Wharton MasterClasses – also referred to as Edition I and II in this Agreement, and that, the

commercial and fee arrangements etc., quoted in this Agreement pertain only to the Wharton MasterClasses or Editions I & II Runnings, in which the Client will require to utilize Wharton's facilities and the services of Wharton professors, knowledge and intellectual property.

- 2.4 Wharton has designated Professor Peter Cappelli as the Academic Director and Antoinette Simon as the Client Relationship Director for the TMI-Wharton Programs. They, with input from the Client, will be responsible for designing the Programs.
- 2.5 Wharton will share a detailed, formal program with the Client in advance for immersing the Client onto the Wharton branding and marketing ways, processes, methods and standards.
- 2.6 Wharton will share a crisp, detailed matrix of Wharton teams and individuals who will be involved in approvals, vetting, and mutual cooperation required in finalizing marketing collaterals; website design and copy and admission policy, and ensure transparency and continuity of standards, benchmarks and methodology deployed in approving/ vetting marketing copy and program policies.
- 2.7 Wharton and Client will ensure complete mutual care and respect in the protection of brand standards of each other, and in doing so, shall acknowledge the right of the other party to promote products and programs related to the present arrangement in accordance to their respective policies and strategies.
- 2.8 Wharton and the Client shall award a co-signed Certificate to all participants who pass/ qualify the TMI Associate Fellow and Global Fellow exams and the tests/ assessments/ assignments/ cases etc., as may be given by Wharton faculty during Masterclasses/ Runnings and/or other pre-requisites as mutually agreed upon between Wharton and the Client, and that, the design creatives of the Certificate shall be mutually finalized between Wharton and the Client.
- 2.9 Client will manage and market Programs from multiple global locations, including a Program Management desk at the Wharton School to be operated by David Heckman and Antoinette Simon or by any other senior individual assigned by Wharton. The Client will not be charged for this assistance.
- 2.10 The Programs will be targeted at senior professionals in functions of talent management and HR.
- 2.11 Each Program (AFP will encompass 4 days of classroom) (GFP will encompass 2 days of classroom) delivery of educational content by Wharton professors with each day defined as six hours of teaching time in the Steinberg Conference Center (SCC, henceforth), or any other Wharton campuses, or any other international location as may be mutually decided with the Client.
- 2.12 A select few of the participants of the program will be nominated by the Client to visit Wharton the second time to attend one of the existing Wharton executive education programs, and the client will be offered a discount of 20% on the standard fee for the selected/ opted programs.
- 2.13 Each Program will 1-2 days of internal CredForce Meetings or Industry Speakers, held in the Steinberg Conference Center (SCC, henceforth), or any other Wharton campuses, or any other international location as may be mutually decided with the Client. The internal meeting will be facilitated and coordinated by Client; there will be no Wharton Faculty/Director involvement.

3. Scheduled Program Date(s)

3.1 The program under Edition I & II (AFP/GFP) has been mutually agreed to be held on the following dates:

July 22-26, 2019 AFP (3 days of programming Wharton)

August 19-23, 2019 AFP (3 days of programming Wharton)

November 12-15, 2019 GFP (2 days of programming Wharton)

The aforesaid dates for Edition I and II have been mutually confirmed in writing, by both parties. Wharton cannot guarantee availability of classroom, lodging location, and/or faculty for Client's preferred dates if the agreement is not signed by December 31, 2018

4 Location

Runnings/Editions will be held at the facilities of the Aresty Institute of Executive Education, on the campus of the University of Pennsylvania in Philadelphia, Pennsylvania, or at a comparable location determined by Wharton and agreed upon by Client.

In the event that the Client requests an offsite location for any future Runnings, Client is responsible for choosing the location, engaging the location personnel and receiving Wharton's agreement on the location. Client will be responsible for paying all related expenses.

5 Number of Participants

5.1 The contracted participant headcount is **40**.

5.2 Design, and Tuition (defined below in Articles 6 and 7) will be charged for **40** participants.

5.3 Client will confirm with Wharton the total number of participants expected to attend at least 30 days before the start of each module. To confirm number of participants, Client will email Meghan Ryzinski at ryzinskm@wharton.upenn.edu and simonan@wharton.upenn.edu

6 Design, and Tuition Fees

Design – The Design Fee includes faculty and staff's time spent working with the client on the overall program design, developing materials for the program, and creating the presentations.

Tuition – The Tuition Fee includes faculty time spent teaching the Program Content and integrating the learnings in the classroom. A standard teaching day consists of 6 hours of teaching time. Evening and/or weekend sessions are considered beyond the standard teaching day and will incur an additional fee. Tuition fees of \$41,000/day will be charged for up to 40 participants. Any additional participants will result in an additional daily tuition fee of \$500/pp/per day, plus conference package fees (detailed in article 7).

7 Lodging, Meals and Conference Center Facilities – specific to Running One

7.1 Lodging will be provided by Wharton at the Steinberg Conference Center, the Inn at Penn, the Sheraton University City, the Homewood Suites University City, aka, The

Study or at a comparable location. Lodging includes a private sleeping room with bath and use of the recreational facilities of the University of Pennsylvania, when available. Meals and classroom facilities will be provided on the Wharton campus.

- 7.2 Lodging reservations will be made for the contracted participant amount of **40 participants**.
- 7.3 As noted in 5.3, Client will confirm with Wharton the total number of participants expected to attend at least 30 days before the start of each module. To confirm number of participants, Client will email Meghan Ryzinski at ryzinskm@wharton.upenn.edu
- 7.4 If the total number of confirmed participants is higher than the “contracted” number (as described in Article 5.1), additional per person Room and Board fees will apply. In this situation, the additional participants will be lodged at the same location as the other participants, if rooms are available. If additional rooms are not available, the additional participants will be lodged at a nearby hotel, but will have their meals with the other participants.
- 7.5 If the total number of confirmed participants is less than the “contracted” number (as described in Article 5.1), attrition fees may apply. In this case, Client will be charged for either a) actual participants or b) 80% of contracted number, whichever is greater.
- 7.6 If the Client does not notify Wharton of any changes to the “contracted” participant number (as described in Article 5.1) and fewer than the expected number of participants arrive, Client will be billed for **40 participants**.
- 7.7 Wharton will provide a meal package which will include an opening-night dinner with reception; breakfast, lunch, dinner (beer and wine included), and two breaks daily. Any additional meals, refreshments or receptions requested will incur an additional charge.
- 7.8 Facilities includes classroom/conference rooms/case study rooms, classroom amenities, audio visual services, information technology services, housekeeping, conference services (Concierge), use of fitness center, use of evening lounge, and access to some University services.
- 7.9 Lodging and meals will be master-billed and incidental charges (e.g. telephone calls, etc.) will be charged to individual participants unless Wharton is notified at least 30 days in advance of the Program.
- 7.10 Wharton will attempt to accommodate early arrivals and late departures, but cannot guarantee that space will be available.

8 Faculty/Staff Travel, where applicable

Should any future Runnings be delivered at an offsite location (away from the Philadelphia campus), Wharton will reimburse faculty and/or staff travel on behalf of Client and will invoice Client for travel expenses at the conclusion of the Program.

9 Additional Services and Fees/Changes to Scope

- 9.1 Any additional services requested by Client and agreed upon by Wharton after the signing of this Offer and Agreement, will be invoiced by Wharton and paid by Client in accordance with the terms of this Offer. Examples of additional services not included in this Offer and Agreement include, but are not limited to, requests for more development time, additional discussion with faculty/staff, additional presentation time, additional or outside presenters, and/or additional receptions/ events not described elsewhere in this Offer and Agreement. Payments by Wharton to third parties (e.g., hotels, restaurants,

transportation vendors, etc.) on behalf of Client will, consistent with Wharton's standard practice and policy, be subject to a 20% overhead fee.

- 9.2 Any changes to the original scope of the Program, requested by Client and agreed upon by Wharton after the signing of this Offer and Agreement, will be defined in a "Work Change Order" (refer to Appendix A), include the applicable fees, and must be signed by both parties within 5 business days. Changes to the scope of the Program could include, but are not limited to, changes in agreed upon content and/or changes to the structure of the Program.

10. Estimated Fees* (Final amount due dependent upon total number of participants)

July 22-26, 2019

<u>Fee Type: Edition I:</u>	<u>Program Total</u>
Tuition (3 Days @ \$41,000/day):	\$123,000
2 Days of Classroom Room rental	\$ 10,000
<u>Lodging, Meals and Facilities (40 participants for 5 days @\$460* pp/day):</u>	<u>\$ 92,000</u>
Estimated Total:	<u>\$225,000</u>

August 19-23, 2019

<u>Fee Type: Edition I:</u>	<u>Program Total</u>
Tuition (3 Days @ \$41,000/day):	\$123,000
2 Days of Classroom Room rental	\$ 10,000
<u>Lodging, Meals and Facilities (40 participants for 5 days @\$460* pp/day):</u>	<u>\$ 92,000</u>
Estimated Total:	<u>\$225,000</u>

November 12-15, 2019

<u>Fee Type Edition II:</u>	<u>Program Total</u>
Tuition (2 Days @ \$41,000/day):	\$82,000
2 Days of Classroom Room rental	\$ 10,000
<u>Lodging, Meals and Facilities (40 participants for 4 days @\$460* pp/day):</u>	<u>\$ 73,600</u>
Estimated Total:	<u>\$165,600</u>

Wharton Online Courses:

Global Trends for Business and Society - \$100.00 x 80
 Managing Social and Human Capital - \$100.00 x 80
 People Analytics - \$100.00 – 80

Business Strategies from Wharton: Competitive Advantage - \$250.00 x 40
 Creating a Team Culture of Continuous Learning - \$100 x 40

Estimated Total: **\$38,000**

Estimated Grand Total: **\$653,600**

11. Payment Schedule

11.1 Wharton will invoice Client according to the following schedule:

July 22-26, 2019-AFP

Design Fee:	100% to be invoiced at signing of Offer
Tuition Fee:	50% to be invoiced at signing of Offer 50% to be invoiced at program completion
Changes in Scope of Program:	100% to be invoiced at signing of Work Change Order
Lodging, Meals, Facilities:	To be invoiced at program completion
Faculty Travel, where applicable:	To be invoiced at program completion
Additional Charges, if any:	To be invoiced at program 1 completion

August 19-23, 2019-AFP

Design Fee:	100% to be invoiced at signing of Offer
Tuition Fee:	50% to be invoiced at signing of Offer 50% to be invoiced at program completion
Changes in Scope of Program:	100% to be invoiced at signing of Work Change Order
Lodging, Meals, Facilities:	To be invoiced at program completion
Faculty Travel, where applicable:	To be invoiced at program completion
Additional Charges, if any:	To be invoiced at program 1 completion

November 12-15, 2019-GFP

Design Fee:	100% to be invoiced at signing of Offer
Tuition Fee:	50% to be invoiced at signing of Offer 50% to be invoiced at program completion
Changes in Scope of Program:	100% to be invoiced at signing of Work Change Order
Lodging, Meals, Facilities:	To be invoiced at program completion
Faculty Travel, where applicable:	To be invoiced at program completion
Additional Charges, if any:	To be invoiced at program 1 completion

Online Program

Tuition Fee:	100% to be invoiced at signing of Offer
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****Please note, additional charges may be invoiced separately (after) from final Tuition and Lodging, Meals and Facilities invoice.***

11.2 All payments to Wharton must be made in U.S. Dollars. Client agrees that Penn will receive its fees for Services as well as a reimbursement for any non-U.S. tax including income tax, gross receipts tax, business tax, property tax, license tax, privilege tax, sales tax, use tax, excise tax, value added tax or similar tax which may now or hereafter be applicable to, measured by or imposed upon Wharton or the Client or with respect to the transaction hereunder, the Program, the Services, or the materials, their sale or value, their presence in a taxing jurisdiction or their use. Such taxes will be the responsibility of the Client and Client agrees to pay for such taxes directly to the appropriate authority or to reimburse Wharton for such taxes that Wharton is required to pay directly to the appropriate authority or that are withheld from its fees.

11.3 Invoices will be sent to the billing address shown below. Remittances should be made payable to the "Trustees of the University of Pennsylvania". Standard invoice terms are net 60 days. A finance charge of the lesser of 1½%, or the highest amount allowed by law, will be charged monthly on any outstanding balances.

11.4 Invoices for the Program under the Running #1 will be sent by Wharton to Client:

Rajiv Gupta
President & Group CEO CREDFORCE America Inc.
Barton Springs, 901 Mopac Expressway South
Building 1 Suite 300, Austin, Texas 78746 rajiv.gupta@credforce.com

11.5 Invoices for next set of Programs shall be sent in accordance to the details shared by Client, once CredForce America completes setting up its financial transactions process in the US.

12. Program Postponement

12.1 All Client requests for changes in Program dates must be submitted in writing. Should Client request a change in the dates of a Program, Wharton shall use commercially reasonable efforts to reschedule the Program to the Client's new desired date. All costs incurred by Wharton as a result of the change in Program dates will be the responsibility of Client. Examples of these costs include, but are not limited to: a percentage of faculty teaching expenses, faculty/staff travel expenses, participant hotel reservations, participant food purchases, etc. If Wharton cannot accommodate the Client's new desired date, it will endeavor to offer three alternatives time slots spanning 12 months of the original contracted Program start date. If Wharton and the Client cannot come to agreement on any of these three alternative dates, the Program shall be deemed to have been cancelled as of the date on which the Client requested rescheduling and the Client will incur standard cancellation charges as specified in Article 13.

12.2 If Wharton is able to reschedule the Program following a change requested by the Client and the request for a change in Program Dates was submitted less than 90

days prior to the start of the Program, then **in addition** to payment for Wharton costs associated with the rescheduling (as described in Article 12.1) Client will be required to pay a Rescheduling Fee.

12.2.1 For schedule changes requested less than 90 days but more than 60 days prior to the start of the Program, the Rescheduling Fee shall be an amount equal to 10% of the Tuition Fee specified in Article 10.

12.2.2 For schedule changes requested less than 60 days prior to the Program Date the Rescheduling Fee shall be an amount equal to 20% of the Tuition Fee specified in Article 10.

13 Program Cancellation

In the event that Client cancels the Program after acceptance of the Offer, the following cancellation fees will apply:

<u>Design Fees:</u>	100% fee due
<u>Faculty/Staff Travel Fees</u> (if applicable)	100% of fees incurred
<u>Tuition, Lodging, Meals and Conference Center Facilities Fees:</u>	
61- 90 days written notice prior to each Running start date	40% fee due
31- 60 days written notice prior to each Running start date	75% fee due
Fewer than 30 days written notice prior to each Running start date	90% fee due

If cancelled prior to 90 days of a Program running date, any hotel cancellation fees incurred by Wharton will be reimbursed by the Client.

14 Force Majeure Condition

14.1 Subject to Section 12.2, neither the Client nor Wharton shall be liable for delay or failure to perform its obligations under this Agreement to the extent resulting from adverse changes in Visa policies; sudden cancellation of international flights due to political disturbances or terror acts; fire, flood, explosion, war, strike, embargo, government requirement, civil or military authority, act of God, act of the public enemy, extreme weather event, delay in transportation, including act or omission of carriers, death or illness of Wharton's key personnel, delays or failure to perform by subcontractors or similar causes beyond its control and without its fault or negligence ("Force Majeure"). If a Force Majeure occurs and prevents either party from performing its obligations, the party who is so prevented shall give immediate notice to the other, stating the nature of the Force Majeure and any action being taken to avoid or minimize its effect.

14.2 If the Force Majeure will prevent the Program from being conducted as scheduled, the parties will use best commercial efforts to reschedule it. If the Client elects to cancel the Program in lieu of rescheduling, any costs incurred by Wharton as a result of the cancellation (including faculty payments, travel expenses, payments to vendors and participant hotel reservations) will be reimbursed to Wharton by the Client.

15 Professional Standards

The Services rendered, and the academic materials prepared by Wharton faculty shall be furnished according to a standard of performance equal to or better than similar services and materials rendered by other graduate business school faculties in the United States conducted at the same general time as the Program. If within three days of the rendering of the Services or three days of delivery of the academic materials, Client notifies Wharton's Client Relationship Director in writing that the Services or materials do not meet the foregoing standard, Wharton shall, at its cost, re-perform or correct the non-conforming Services or materials.

16 Intellectual Property Indemnity

Wharton shall defend and indemnify Client from and against third party claims for damages, including, reasonable attorneys' fees based on an allegation that any academic materials furnished or used by Wharton hereunder constitute an infringement of any U.S. patent, copyright or trademark or a misappropriation of a trade secret. If such infringement claim or action is made, or if any use of the materials is enjoined, Wharton shall, at its own expense and at its option, either: (a) procure for CLIENT the right to continue using the material, (b) replace same with a non-infringing material or method, or (c) modify the material so that they become non-infringing. If none of the foregoing alternatives are reasonably available to Wharton, CLIENT shall have the right to return any material or part thereof and Wharton shall refund a proportionate part of the fees previously paid by CLIENT in respect of the material. THE FOREGOING STATES THE SOLE AND EXCLUSIVE REMEDY OF CLIENT FOR INFRINGEMENT BY WHARTON OF ANY U.S. PATENT, COPYRIGHT OR TRADEMARK OF ANOTHER PARTY AND NO OTHER REMEDY SHALL APPLY.

17 Use of Wharton Name, Faculty, and Material; Ownership of Property

17.1 Client agrees not to use the Wharton name or logo or the name or logo of the University of Pennsylvania-- whether during the existence of this Agreement or after its termination-- for any promotional purposes without the written permission of Wharton. Client agrees not to directly engage the Wharton faculty for any educational program separate from or additional to this Agreement without the written permission of Wharton.

17.2 Wharton retains all rights, title, and interest in and to all materials developed by Wharton and to the Services rendered by Wharton. Wharton hereby grants Client a non-exclusive "royalty-free" license to use and reproduce Program material to build knowledge and foster discussion within Client's organization. These materials are to be used for internal discussion purposes only. No part of the Program materials or content may be used to develop or deliver formal educational programs without the written permission of Wharton.

18 Use of Client Name

Client agrees that Wharton may use the Client name in its online and print brochures in order to promote other Programs. Wharton agrees not to use the Client name or logo -- whether during the existence of this Agreement or after its termination-- for any other

purposes without the written permission of Client.

19 Insurance

Wharton shall maintain at its own cost sufficient insurance policies with reputable insurance companies to cover potential liabilities which Wharton may have to Client under this Agreement (including Worker's Compensation and professional, automobile and general liability insurance). If requested by Client, Wharton will provide Client with certificates from its insurers or insurance brokers confirming that the insurance is in force and that the current premiums have been paid.

20 Confidentiality

20.1 For a period of one year following expiration or termination of this Agreement Wharton shall keep confidential any information about Client and its operations marked as confidential known by Wharton that is disclosed during the design, development or delivery of the Program. The information may be used for other purposes (e.g., professional articles) if this disclosure is agreed upon by the parties in writing.

20.2 If Wharton is given information of a personal or financial nature of any employee of Client during the term of this Agreement, for a period of one year following expiration or termination of this Agreement, or longer period as required by law, it shall keep it confidential and implement reasonable safeguards, as appropriate for the sensitivity of the such information, to protect it from loss, misuse, and unauthorized access or disclosure. Upon expiration or earlier termination of this Agreement, Wharton shall return or destroy, as directed by Client, within 60 days thereafter, such information and shall retain no copies thereof.

20.3 This article shall not apply to any information or data which: (a) Wharton shall have possessed before entering into this Agreement; (b) shall be acquired by Wharton in circumstances or in a manner not resulting from Wharton's performance of its obligations under this Agreement; (c) becomes part of the public domain in any manner; or (e) is otherwise required by applicable law to be disclosed by Wharton.

21. Term of Agreement

This Agreement is for an 18-month period, November 7, 2017 to May 7, 2019. After this period, the Agreement will automatically renew each year, for one year, unless one or both parties provide written notification of their request for termination at least 60 days prior to that Agreement's expiration date. Annual Tuition Fees increases are expected to stay at 3% year over year. Final Fees must be agreed upon, in writing, by both parties 60 days prior to the automatic renewal of the contract.

22. Exclusion of Certain Damages

Neither party shall be liable to the other, whether in contract, tort (including negligence) or otherwise, for any loss of profit, business or goodwill, capital, loss of

production or loss of use, or any indirect, special, consequential, incidental or punitive damages or expense of any kind, whether due to the performance or breach of this Agreement, even if the party causing the damage is notified of the possibility thereof.

23. Governing Law

The validity and interpretation of this Agreement shall be governed by the internal laws of the Commonwealth of Pennsylvania, without regard to its rules governing conflicts of law. Client and Wharton hereby consent to the personal jurisdiction and venue of the state and federal courts of Philadelphia County, Pennsylvania.

24. Compliance with Laws

During the Term of this Agreement, Wharton shall comply with all applicable laws, governmental regulations, rules, requirements, ordinances, and other requirements of local and state authorities and the U.S. Government.

25. Assignment

Client may not assign this Agreement or subcontract any portion of the Services without the prior written consent of the University, which consent may be withheld for any reason whatsoever or for no reason.

26. Notices

All notices or other communications required or permitted under this Agreement shall be deemed duly given if in writing and delivered personally or sent by certified mail, return receipt requested, first-class postage prepaid, (A) if to the University, at University of Pennsylvania, Attn: David Heckman, Director of Global Contract Management, Aresty Institute of Executive Education, 255 South 38th Street, Philadelphia, PA, 19104 (with a copy to General Counsel, University of Pennsylvania, 133 South 36th Street, #300, Philadelphia, PA 19104), and (B) if to Client, Sanjeeva Shukla, Director, CREDFORCE America Inc., Barton Springs, 901 Mopac Expressway South Building 1 Suite 300 Austin, Texas 78746. A copy of any Notice addressed to CLIENT shall also be delivered to the attention of CLIENT's General Counsel at CLIENT's address. Notices will be deemed given on the date of delivery (in the case of personal delivery) or at the time of mailing (in the case of mail delivery). Either party may change its notice address by giving the other party notice of such change.

27. Entire Agreement: Severability

Client and Wharton each acknowledge and agree that the other has not made any representations, warranties or agreements of any kind, except as may be expressly set forth herein. This Agreement embodies the entire agreement between the parties relating to the subject matter hereof, and shall be binding upon the parties' respective permitted assigns. This Agreement may not be canceled or modified except by an instrument in writing signed by duly authorized representatives of each party. If any provision of this Agreement is held to be illegal, invalid or unenforceable under applicable law, that provision shall be deemed deleted from this Agreement, but all other provisions shall continue in full force and effect.

Tendered by:

David Heckman
Signature
Name & Title: David Heckman, Director, Global Contract Management.
OF THE TRUSTEES OF THE UNIVERSITY OF PENNSYLVANIA
Acting Through the Aresty Institute of Executive Education of the Wharton School.

Date 03.09.19

Agreed to by:

Sanjeeva Shukla
Signature:
Name & Title: Sanjeeva Shukla, Chief Product Officer



FOR AND ON BEHALF OF CREDFORCE AMERICA, INC.
Date: March 19, 2019


**Aresty Institute of
Executive Education**

The Wharton School
University of Pennsylvania
Steinberg Conference Center
255 South 38th Street
Philadelphia, PA 19104.6359
215.898.4560 phone
215.386.4304 fax

Appendix A WORK CHANGE ORDER

In reference to Article 9 entitled “Additional Services and Fees/Changes to Scope” of the Offer and Agreement dated October 31, 2018 between CredForce America, Inc., and The Wharton School, both parties hereby certify, by the signature of an authorized representative, that this Work Change Order will amend and be fully incorporated into the Offer and Agreement.

<u>Scope of Change Request</u>	<u>Impact (Fee)</u>	<u>Impact (Timing/Due Date)</u>

Except as described above, all other terms and conditions in the original Offer and Agreement will remain in effect.


IN WITNESS WHEREOF, the duly authorized representatives of the parties have caused this Work Change Order to be fully executed.

Tendered by:

Signature _____ Date _____
Name & Title: David L Heckman, Jr., Senior Director, Global Partnerships

FOR AND ON BEHALF OF THE TRUSTEES OF THE UNIVERSITY OF PENNSYLVANIA
Acting Through the Aresty Institute of Executive Education of the Wharton School.

Agreed to by:

Signature  _____ Date _____
Name & Title: Sanjeeva Shukla, Chief Product Officer



MARCH 19, 2019

FOR AND ON BEHALF OF CREDFORCE AMERICA, INC.